To
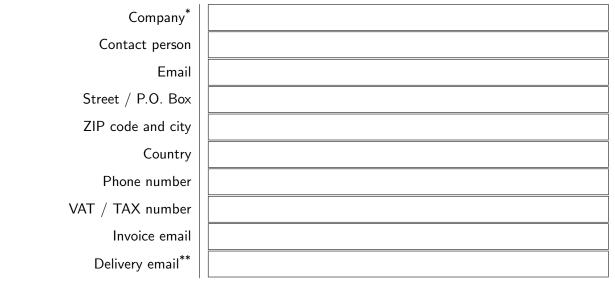
Business-Logics GmbH
Telleringstr. 11
40721 Hilden
Germany

Email: sales@business-logics.de
Fax: +49 2103 33993-10

Order

Herewith

Company*	
Contact person	
Email	
Street / P.O. Box	
ZIP code and city	
Country	
Phone number	
VAT / TAX number	
Invoice email	
Delivery email**	

— hereinafter referred to as „CLIENT" — orders

☐   *BL Banking Web* for 1 to 5 users at the price of 1.900,- €***.

☐   *BL Banking Web* for 6 to 20 users at the price of 2.900,- €***.

Also, a maintenance agreement to the conditions as stated below shall be concluded at the yearly rate of

- for 1 to 5 users: 285,- €***
- for 6 to 20 users: 435,- €***

The operation of the server requires an internet connection for the EBICS communication. Also, a relational database installation (Oracle, MS-SQL Server, MySQL, or PostgreSQL) is required. The server software can be operated on Windows, Linux or Mac OS. For usage of the system by administrators and regular users, a *HTML5* enabled browser is required.

By signing this document I confirm my acceptance of the attached terms and conditions of the license and maintenance agreement as well as of the data protection declaration. In particular, I agree to the use of the above contact data for contract processing, invoicing and license management.

Place, Date	Name(s) in block letters	Signature(s) CLIENT

*   Full company name and registered address for invoicing.
** Only specify if different from the purchaser's email address.
***Price plus VAT if no VAT/TAX number given or tax deduction not applicable.

License agreement

1. Software capabilities, warranty of product characteristics

   The CLIENT acknowledges that it has the responsibility of assuring the compatibility of the Software to its own needs, and that it possesses the necessary expertise for the installation and use of the Software.

2. Software licenses

   (a) The CLIENT agrees to use the Software in accordance with the relevant provisions of this agreement, as well as the requirements of security and proper use contained in the documentation provided to the CLIENT and for its exclusive needs.

   (b) Subject to the terms and conditions of this agreement Business-Logics grants the CLIENT a non-exclusive, time-wise unrestricted right to use the Software on an arbitrary number of non productive computers (test and pre-production environments) and one (1) production environment.

   (c) The Software is delivered in machine readable, binary code, usually by email containing a weblink for the Software download.

   (d) The CLIENT is permitted to sell or donate the Software or License, under the proviso that the acquiring third party is in accord that the contractual terms and conditions at hand shall henceforth also be imposed on it. In the event of passing on as a resale or donation, the CLIENT shall hand over to the new user all copies of the Software, including possible backup copies made or destroy the copies not handed over. As a result of imparting, the former CLIENT's rights to use the Software and its documentation shall extinguish. In the above events, the CLIENT is obliged to notify Business-Logics immediately in writing of the name and full address of the purchaser. Leasing, rental, application service or other dissemination of the Software to third parties is prohibited. In the event of passing on the Software or License, the disposal is limited to the number of Licenses duly purchased by the CLIENT.

   (e) All rights, including copyright and other intellectual property rights, in and to the Software and all documentation relating to the Software are owned by Business-Logics, unless explicitly stated otherwise.

   (f) Software licenses are granted for an indefinite amount of time, and can only be terminated by Business-Logics for an important reason. An important reason particularly exists if the CLIENT fails to properly meet its contractual obligations or fails to pay outstanding payments 21 days after receipt of the reminder. Termination is relevant in regards to all versions of the Software supplied to the CLIENT, including reproduced copies. The right to use the Software granted to the CLIENT is beginning on the date when full payment is received from the CLIENT.

   (g) Business-Logics offers in some cases updates or upgrades for the Software on the basis of additional fees. If using the update or upgrade service, old licenses will become invalid.

   (h) In the event that the contract is cancelled, the CLIENT is obligated to destroy the original software and all copies including any modified copies as well as all written documents. The CLIENT will confirm fulfilment of this to Business-Logics in writing within 14 days.

   (i) Operating systems, networks and office tools shall be installed and administered by the CLIENT on the CLIENT's computers. The CLIENT shall also have the responsibility for installation and administration of the relational database management system, if required.

3. Warranty of Software products

   (a) Business-Logics makes every effort through the implementation of quality assurance measures to keep its Software free of defects, but points out that with current technology it is not possible to guarantee that Software is completely free of defects.

   (b) In the event of defects covered under warranty, Business-Logics will choose to amend the defect through rectification or exchange.

   (c) If Business-Logics' attempts of remedying a reported defect remains unsuccessful, whereby two attempts of remedying the defect shall be allowed, the CLIENT shall be entitled for contract cancellation or the CLIENT has the right to an appropriate reduction of remuneration.

   (d) The warranty is void for any programs or parts of programs that were modified or extended by the CLIENT, unless the CLIENT can furnish proof to Business-Logics that such modifications or extensions are not the cause of the defect. The warranty claim is also void in case of defects, suspensions, interruptions and damages that are a consequence of incorrect operation, hardware and operating system failures, non-compliance with data security regulations or other processes outside of Business-Logics' responsibility, or if the CLIENT denies Business-Logics the opportunity to investigate the cause of the defect.

   (e) The period of limitation for claims due to defects is one year from receipt of the Software for general merchants and two years from receipt of the Software for consumers.

4. Warranty against infringement

   Business-Logics warrants the CLIENT against any infringement action based on copyright relating to the Software which it has developed and published or disclosed to the CLIENT. This is subject to the following conditions:

   (a) that the CLIENT shall have notified Business-Logics by registered letter, return receipt requested, within a period of 30 working days following the claim, infringement action or declaration preceding such action,

   (b) that Business-Logics shall have had the ability to defend its own interests and those of the CLIENT, and in this respect, that the CLIENT shall have faithfully assisted in said defense by furnishing all items, information and assistance necessary for a successful defense, at Business-Logics's cost,

   (c) that the indemnity claim arises from acts or circumstances occurring prior to the termination or expiration of this Agreement,

   (d) that the action giving rise to the claim was not caused by the CLIENT's breach of this Agreement,

   (e) that indemnity payments will be pending until a final adjudication of the third party claim by a court of competent jurisdiction from which no appeal of right exists.

   In the event of a prohibition against use of the Software resulting from an infringement action or from a settlement concluded with the plaintiff in such action, Business-Logics shall at its own choice:

   (a) either obtain the right for the CLIENT to continue use of the Software or of any item of the Software at issue,

   (b) or replace it with an equivalent item which is not the subject of an infringement action,

   (c) or modify the Software in order to avoid such infringement,

   (d) or reimburse the CLIENT of the price paid and of the damages suffered.

5. Liability

   (a) Business-Logics is liable for damages from any legal argument to the extent of these provisions only.

   (b) Notwithstanding anything to the contrary, under no circumstances will Business-Logics be liable for indirect, special, consequential or incidental losses or damages (including, but not limited to loss of profits, lost or damaged data, failure to achieve cost savings, loss of equipment or systems, or the failure of or increased expense of operations) of any kind, regardless of whether any such losses or damages are characterized as arising from breach of contract, warranty, tort, strict liability or otherwise, even if such damages are foreseeable or Business-Logics has been advised of the possibility of such damages.

   (c) The exclusion shall not apply for liability for gross negligence or deliberately inflicted damage and shall not apply in cases of injury of life, body or health if this has been caused by a negligent breach of duty from Business-Logics. Requirements, which are based on indispensable laws for product liability, remain likewise unaffected.

   (d) In the event, that the damage is caused by Business-Logics as well as by the CLIENT, the CLIENT's contributory fault has to be taken into consideration.

   (e) The CLIENT operates the Software in a corresponding safe and state-of-the-art IT environment to protect the sensitive data processed by the Software. Business-Logics will not be liable for damages caused by an unsafe operation of the Software.

   (f) The CLIENT is responsible for regular backup of his data. The liability for loss of data is limited to the cost of recovery of the data that would have been incurred if a regular production of back-up copies appropriate to the risk involved had been made.

   (g) Any further liability, in particular liability without fault, under this Agreement is excluded.

6. Product modifications

   Business-Logics reserves the right to make product modifications that do not affect the Software's general operability.

7. Invoicing

   Invoicing is done electronically as PDF file per email after acceptance of the order and Software delivery. Invoices are due 30 days after receipt of the invoice without deduction.

   All prices are net prices and are charged plus VAT if tax deduction is not applicable under German law. Any transfer fees or bank charges shall be borne by the CLIENT.

8. Amendments, scope of other regulations

   The provisions of this agreement express the entirety of the agreement concluded between the Parties and supersede all prior proposals or agreements whether written or oral relating to the subject of this agreement. This agreement may be modified only by amendment signed by the Parties.

   All agreements, modifications, supplements, and the partial or whole cancellation of agreements shall require written form. Conflicting provisions of the CLIENT must be confirmed in writing to be effective. This shall also apply to the modification or cancellation of the requirement for the written form.

9. Final provisions

   (a) Place of fulfilment is Hilden, Germany.

   (b) If the CLIENT is a fully qualified general merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all claims based on and due to this contract as well as for all disputes arising between Business-Logics and the CLIENT is the registered office of Business-Logics. The same shall apply if the CLIENT has no general legal venue in Germany or if his residence or usual domicile is unknown when legal action is taken.

   (c) The agreement and any amendments shall be to both the substantive and procedural rules of the laws of Germany. International law, particularly the UN Convention on Contracts for the International Sale of Goods, is excluded.

   (d) The CLIENT agrees, that the data transmitted electronically or by other means may be collected, stored and processed by computer systems, or otherwise by Business-Logics for the purpose of concluding and processing this contractual relationship. The CLIENT in particular agrees to receive emails by Business-Logics in the context of electronic invoicing. In all other respects, our general privacy policy applies.

   (e) If one or more provisions of this agreement were determined to be invalid or unenforceable as a result of the application of a legal or regulatory provision or based on an enforceable judicial or administrative decision, the remaining provisions shall retain their effect and scope.

Version: March 18, 2024

Maintenance agreement

1. Subject of agreement

   (a) Flat rate for contractual services

   Business-Logics will provide the following maintenance services for the software listed in the order (contract software). These services will be granted for a fixed price as referred to in the order during the term of this agreement:

      i. Supply of new, enhanced versions (clause 2)
      ii. Maintaining interoperability (also clause 2)
      iii. Individual elimination of software flaws (clause 3)
      iv. Application support (clause 4)
      v. Standard hotline (clause 5)

   (b) Additional services

   Furthermore, Business-Logics offers the following services to the CLIENT, over and above the services listed in clause 1a, by separate order and separate remuneration on the basis of Business-Logics' current price list:

      i. Installation, implementation
      ii. Briefing and training
      iii. CLIENT specific software adjustments

   (c) System environment

   Requirement for the service is that the CLIENT operates the contract software within the system environment as specified in the order.

2. Supply of new versions

   (a) Scope of services

   Business-Logics leaves the CLIENT new, enhanced versions of the contract software after being released by Business-Logics.

   (b) New versions

   New versions can eliminate flaws of previous versions and/or modify existing features and/or improve or include new features.

   New versions may also be delivered to maintain interoperability.

   (c) Exclusions

   New versions are particularly not:

      • Separately offered, additional functions of the contract software.
      • A new development of the contract software with the same or similar functions on a different technological basis.

   (d) Delivery

   Delivery will be made by supply of the object code via download link or on a conventional storage media, inclusive documentation of the modifications.

   (e) Rights granted

   For new versions of the contract software, Business-Logics grants the same rights, inclusive any possible extensions, to the CLIENT as those the CLIENT was entitled for the original contract software..

   (f) Adjustments of the system environment

   As far as it is necessary for new versions of the software, the adjustments of the system environment have to be performed by the CLIENT. In particular, this concerns new versions of the operating system or other third-party software that is required to use the new version.

   (g) Obligation to inspect and notice

   Delivered versions will be immediately deployed and examined for non-conformity by the CLIENT. The CLIENT will immediately inform Business-Logics about any detected shortcomings.

3. Individual elimination of software flaws

   (a) Scope of services

   Business-Logics will eliminate the deficiencies notified by the CLIENT within a reasonable time.

   (b) Service requirements

   Requirement for the service is that the CLIENT uses the current version of the software within a reasonable period after authorisation by Business-Logics.

   (c) Material defect

   A material defect shall be deemed to exist if the contract software or its documentation is not suitable for use as described in the software's services description and the deviations are not only minor or impair the overall functionality only insignificantly.

   (d) Documentation of defects and CLIENT notice

   The CLIENT shall document occurring defects in an understandable manner and shall notify Business-Logics in writing immediately after their discovery.

   (e) Response times

   Business-Logics reacts upon material defect notices within the following response times:

Type of defect	Response time
preventing production	3 hours
other defects	1 day

   Response time calculations are based upon office hours. Business Logics' office hours are from Monday-Friday 09:00 a.m. to 5:00 p.m. CET/CEST, except for holidays:

      • New Year's Day (1st of January)
      • Good Friday (two days before Easter Sunday)
      • Easter Monday (the day after Easter Sunday)
      • Labor Day (1st of May)
      • Ascension Day (39 days after Easter Sunday)

      • Whit Monday (50 days after Easter Sunday)
      • Festum Corpus Christi (60 days after Easter Sunday)
      • German Unification Day (3rd of October)
      • All Saints' Day (1st of November)
      • Christmas Eve (24th of December)
      • 1st Christmas Day (25th of December)
      • 2nd Christmas Day (26th of December)
      • New Year's Eve (31st of December)

   (f) Enabling defect analysis and resolution on-site by the CLIENT

      i. If required, the CLIENT will grant Business-Logics and its employees access to the areas, machines and to the contract software, as well as necessary computing times, at least during normal office hours, if possible, by prior agreement.
      ii. Unless it is obvious, which system component provoked the fault, the CLIENT will accomplish an analysis of the system environment together with Businesss-Logics, and, if necessary, involve third-party companies at its own expense.
      iii. For the time of work, the CLIENT provides a competent contact person, who has an overview of the CLIENT's overall system, may provide information on the usage of the software and the details of the fault, and is capable of performing test runs.

   (g) Correction of faults

   Business-Logics will eliminate known defects at its option by choosing one of the following actions:

      i. Providing a patch/bugfix, which the CLIENT installs by itself.
      ii. Providing a new version, which no longer contains the fault.
      iii. Providing action statements to the CLIENT to work around the issue or the defects. The CLIENT will implement these action notes by competent personnel, where reasonable.
      iv. Correction of faults on-site only takes place if none of the above measures seem to be a promising approach.

   (h) Invoicing at cost due to unsubstantial defect notices

   In case that a defect reported by the CLIENT does not exist, or the defect is not a result of the contract software, Businesss-Logics is entitled to invoice the cost incurred with the analysis and other processing according to the current prices for services of Businesss-Logics, provided that the defect notice was made as a deliberate act or due to gross negligence.

4. Application support

   Businesss-Logics advises and assists the CLIENT about common application problems in conjunction with the contract software by short term answering relevant questions by telephone or email.

   This assistance is limited to Software licensed or sold by Business-Logics and does not cover problems relating to the technical environment of the CLIENT and/or to third party applications.

5. Hotline

   Businesss-Logics provides a hotline for reporting material defects.

   This hotline is available at +49 2103 33993-39 within Business-Logics' business hours, see section 3e.

6. First-Level-Support by the CLIENT

   (a) Central contact point at the CLIENT

   The CLIENT will establish a central contact point for Businesss-Logics, that is comprised of employees with in-depth knowledge (administrator skills) about the contract software.

   (b) Tasks of the central contact point

   The central contact point of the CLIENT coordinates requests of the CLIENT (application support requests and material defect notices).

   At the contact point, the employees of the CLIENT will perform a first problem analysis (user problem or defect). If a solution is already known at the CLIENT's site, the problem will be solved internally.

   (c) Request for maintenance services

   Only if a problem cannot be solved by the central contact point of the CLIENT, the central contact point of the CLIENT will contact Businesss-Logics. Other coworkers of the CLIENT are not entitled to request services based on this contract.

   (d) Cooperation between the central contact point and Businesss-Logics

   The central contact point of the CLIENT works closely together with Business-Logics, in particular to resolve user problems and to analyze defects. The maintenance services will be supported by:

      • coordinating the communication of Businesss-Logics with the CLIENT's individual institutions,
      • provision of copies of the software that possibly has a defect, if necessary for the purpose of examination by Businesss-Logics,
      • the transmission of test data and test cases,
      • the communication of the circumstances under which problems have occurred.

7. Material defects and defects of title

   (a) Material defects

   Material defects will be eliminated as part of this maintenance contract in accordance with paragraph 3.

   (b) Defects of title

   It constitutes a deficiency in title if required rights for the contract-based services could not be legally granted to the CLIENT.

   The CLIENT will notify Business-Logics immediately should a third party assert a claim for the breach of using the services. The CLIENT will also leave the defence against such claims to Business-Logics and also provides every reasonable support.

   In particular, the CLIENT provides all necessary information about the use and any editing of the software as far as possible in writing, and forward any required documents.

   In the event of a prohibition against use of the software resulting from an defect of title, Business-Logics may rectify the defect at its option by choosing one of the following actions:

   i. either obtain the right for the CLIENT to continue usage of the software or of any item of the software at issue,

   ii. or modify the program in order to avoid such infringement,

   iii. or replace it with an equivalent item which is not subject of an infringement action,

   iv. or reimburse the CLIENT of the price paid and of the damages suffered.

   (c) Reduction or cancellation with compensation

   If the removal of the material defects or defect of title is not successful within a reasonable period, the CLIENT shall be entitled to set a last grace period, and in the event of this period expiring without result, to either reduce the maintenance fee or to cancel the agreement with extraordinary notice. Such extraordinary termination can be ruled out only for an insignificant defect.

   In the event of such a legitimate, extraordinary termination for unfixed major defects, the CLIENT shall be entitled to compensation of damage for the faulty performance of Business-Logics; for the payment of damages the restrictions according to clause 8 apply.

   (d) Termination

   Businesss-Logics is not obliged to remove material defects and defects of title reported after termination of this maintenance contract.

   (e) Fraudulent intent/guarantee

   In case of fraudulent intent and undertaken guarantees by Business-Logics, the statutory provisions shall remain unaffected.

8. Limitation of liability

   (a) Scope of the regulation

   Business-Logics is liable for damages from any legal argument to the extent of these provisions only.

   (b) Intent and gross negligence

   The liability for damages caused by Business-Logics or one of Business-Logics' vicarious agents or legal representatives intentionally or with gross negligence is unlimited.

   (c) Personal injury

   The liability for damages resulting from injury to life, body or health, caused by Business-Logics or one of its vicarious agents or legal representatives is unlimited.

   (d) Organizational flaws

   Unlimited liability is also granted for damages due to serious organizational flaws at Business-Logics'.

   (e) Breach of fundamental contractual obligations

   In the event of a breach of substantial contractual obligations, and if none of the particular cases of clauses 8b, 8c and 8d apply, damages are limited to the contract-typical, predicable damage, but not exceeding EUR 100,000.

   (f) Contributory negligence

   In the event, that the damage is caused by Business-Logics as well as by the CLIENT, the CLIENT's contributory fault has to be taken into consideration.

   (g) IT Security

   The CLIENT operates the software in a corresponding safe and state-of-the-art IT environment to protect the sensitive data processed by the software. Business-Logics will not be liable for damages caused by an unsafe operation of the software.

   (h) Backup

   The CLIENT is responsible for regular backup of his data. In case of data loss caused by Business-Logics, Business-Logics is only liable for the cost of data reproduction from the backup copies provided by the CLIENT, and for the recovery of data which would have also been lost in case of regular data backup only.

   (i) Disclaimer

   Any further liability, in particular liability without fault, under this Agreement is excluded.

   (j) Product Liability Law

   Liability according to the product liability law remains unaffected.

9. Term

   The services of the first maintenance period shall begin at the date of acceptance of the order, and shall be concluded until December 31 of the current year. The maintenance fee of this first maintenance period shall be calculated pro rata to the day.

   Unless terminated in accordance with clause 10 hereof, maintenance services shall be automatically renewable for successive periods of 12 months, beginning on January 1 and ending on December 31 of each calendar year.

10. Termination

   (a) Notice of termination must be given in writing.

   (b) The deadline for a proper termination is at least three months before the end of the current calendar year (that is, September 30).

   (c) In case that the first maintenance period begins after September 30, hence is shorter than 3 months, the contract can be terminated by the CLIENT at any time during this period without adhering to the termination deadline.

   (d) The right for an extraordinary termination of the contract for important reasons remains unaffected.

   An important reason particularly exists in cases of:

   - Termination by the CLIENT due to a faulty performance of Business-Logics according to clause 7c.
   - Termination by Business-Logics, in case that the CLIENT's payment is delayed by more than one month.
   - If insolvency proceedings are applied for the contractual partner and either
     - the contractual partner, an authority or public body responsible for filing the application regarding the contractual partner has filed the application or
     - the contractual partner is insolvent or itself is otherwise in a situation that justifies the opening of such a procedure or if the cancellation or liquidation of the contractual partner has been entered in the commercial register.

11. Invoicing

   Invoicing is done electronically as PDF file per email. Invoices are issued at the beginning of each maintenance period and are due 30 days after receipt of the invoice without deduction.

   All prices are net prices and are charged plus VAT if tax deduction is not applicable under German law. Any transfer fees or bank charges shall be borne by the CLIENT.

12. Price adjustments

   Businesss-Logics may adjust the flat rate service at the beginning of the period covered. The change of the remuneration will be reported to the CLIENT at least 2 months before in writing.

   In case of an increase by more than 10%, the CLIENT is entitled to cancel the maintenance contract at the end of the current period covered, within a month after receipt of the notice about increasing maintenance fees.

13. Data processing

   The CLIENT agrees, that the data transmitted electronically or by other means may be collected, stored and processed by computer systems, or otherwise by Business-Logics for the purpose of concluding and processing this contractual relationship. The CLIENT in particular agrees to receive emails by Business-Logics in the context of electronic invoicing. In all other respects, our general privacy policy applies.

14. Force majeure

   An event of force majeure shall suspend the obligations of the Parties. Initially, an event of force majeure shall suspend the performance of the agreement. If the event of force majeure shall remain in effect for more than one month, the Parties shall meet to determine how to pursue their relations. If the event of force majeure shall remain in effect for more than three months, this agreement shall be automatically terminated. It is expressly agreed that the following shall be considered as events of force majeure or unforeseen events: general strike, or sectoral strike within the profession, blockage of transports or of mail, fire, storm, any total or partial restriction or suppression of any kind of governmental authorization, total or partial blockage of means of telecommunications, etc.

15. Election of domicile

   For purposes of the present agreement, the CLIENT and Business-Logics shall be considered to have elected domicile at their respective registered offices.

16. Applicable law/choice of forum

   The agreement, any amendments as well as all matters relating to the interpretation, construction and enforcement of this agreement shall be to both the substantive and procedural rules of the laws of Germany. International law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG), is excluded.

   The CLIENT and Business-Logics declare their intention to attempt to resolve amicably any difficulty which might arise in connection with the performance or interpretation of this agreement.

   If the CLIENT is a fully qualified general merchant, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction for all claims based on and due to this agreement as well as for all disputes arising between Business-Logics and the CLIENT is the registered office of Business-Logics. The same shall apply if the CLIENT has no general legal venue in Germany or if his residence or usual domicile is unknown when legal action is taken.

   The CLIENT and Business-Logics hereby irrevocably waive any objection which it may now or hereafter have to the laying of the venue of any suit, action or proceeding arising out of or relating to this agreement in the above mentioned jurisdiction, and hereby further irrevocably waive any claim that such jurisdiction is not convenient forum for any suit, action or proceeding.

   The failure by either party to enforce any of its rights under this agreement shall not be interpreted in the future as a waiver of such right.

17. Amendments, scope of other regulations

   The provisions of this agreement express the entirety of the agreement concluded between the Parties and supersede all prior proposals or agreements whether written or oral relating to the subject of this agreement. This agreement may be modified only by amendment signed by the Parties.

   All agreements, modifications, supplements, and the partial or whole cancellation of agreements shall require written form. Conflicting provisions of the CLIENT must be confirmed in writing to be effective. This shall also apply to the modification or cancellation of the requirement for the written form.

18. Miscellaneous provisions

(a) Set-off

The CLIENT can only offset against claims from Business-Logics if the claim is undisputed or has been determined to be legally binding.

(b) Court of jurisdiction and place of fulfilment

Court of jurisdiction is Düsseldorf, place of fulfilment is Hilden, Germany.

(c) Ineffective clauses, loopholes

If one or more provisions of this agreement were determined to be invalid or unenforceable as a result of the application of a legal or regulatory provision or based on an enforceable judicial or administrative decision, the remaining provisions shall retain their effect and scope.

Version: October 12, 2023

Data protection declaration

Processing of personal data on behalf of a controller in accordance with article 28 (3) of the EU General Data Protection Regulation (GDPR)

as agreement amendment concluded by and between the CLIENT – hereinafter, „Company" – and Business-Logics – hereinafter, „Supplier" –.

Preamble

This annex details the parties' obligations on the protection of personal data, associated with the processing of personal data on behalf of Company as a data controller, and described in detail in the agreement above (hereinafter, the "Agreement"). Its regulations shall apply to any and all activities associated with the Agreement, in whose scope Supplier's employees or agents process company's personal data (hereinafter, "Data") on behalf of Company as a controller (hereinafter, "Contract Processing"). Contract Processing going beyond the instructions of Company as specified in the Agreement and this annex is not taking place.

1 Scope, duration and specification of contract processing of Data

Specifically, Contract Processing shall include, but not be limited to, the following Data, insofar they could be stored on the servers of the Supplier.

No.	Type of data	Type and purpose (subject matter) of Contract Processing	Categories of data subjects affected
1	configuration data	product support	none
2	log files	error correction	none
3	care customer information	ticket system (optional)	employees of the Company
4	license and agreement information	license and agreement management	employees of the Company*
5	EBICS access data	setup simplification (optional)	employees of the Company*
6	EBICS synchronisation data	synchronisation with apps (optional)	employees of the Company*
7	Test payment data	provision of test functionality to demo *BL Banking Server* for EBICS client evaluation (optional)	employees of the Company*, third parties

Table 1: Categorization of the contract data

In case that the Company is providing the services for its customers (e.g. hosting), the categories of data subjects affected marked by * belong to the employees of the Company's customers instead. The data given in the table may comprise additional, specific data. This, as well as further information on the handling of the data are named below.

No. 3 Care customer information
- Name of the user
- E-mail address of the user
- Used products of the user
- Time of last login to the system

This data of the Company can only be viewed or changed by authorized persons of the Supplier. The use of the data is limited to the contractual agreements (ticket system for error tracking and program changes). Any other use of this data is forbidden to the employees of the Supplier by instruction.

No. 4 License and agreement information
- Product data including
  - Product information (name/icon)
  - Bankinformationen:
    * Bank name/client identifier
- License information including
  - License code
  - Name and company description of the licensee
  - E-mail of the licensee
  - Phone number of the licensee or orderer
  - E-mail of the invoice recipient or orderer
  - Version setting of the EBICS client
  - Validity date of the license
  - Software maintenance information
- Program information of update requests for the first and last request of the used versions including
  - Time stamp
  - Number of requests
  - Version of the EBICS client
  - Version of the Java runtime environment
  - Operating system
  - Language settings
  - Database used

This data of the Company can only be viewed or changed by authorized persons of the Supplier. The use of the data is limited to the contractual agreements (license delivery, support/error analysis), as well as invoicing. Any other use of this data is forbidden to the employees of the Supplier by instruction.

No. 5 EBICS access data
- EBICS access data including
  - Bank information:
    * URL of the EBICS connection
    * Host ID of the EBICS connection
    * hash values of the public bank keys
  - Subscriber configuration data:
    * Customer ID of the EBICS connection
    * Subscriber ID of the EBICS connection
  - EBICS configuration data:
    * Default setting of the EBICS version of the EBICS client
    * Default setting of the DS version of the EBICS client
    * Default setting of the order number of the EBICS client (for EBICS versions < 2.5)

This data of the Company can only be viewed or changed by authorized persons of the Supplier. The use of the data is limited to the contractual agreements (simplified license delivery, support/error analysis). Any other use of this data is forbidden to the employees of the Supplier by instruction.

No. 6 EBICS synchronisation data
- License code
- URL of the EBICS connection
- Host ID of the EBICS connection
- Customer ID of the EBICS connection
- Subscriber ID of the EBICS connection
- Encrypted EBICS keys
- Hash values of the bank keys
- Default setting of the EBICS version of the EBICS client
- Default setting of the DS version of the EBICS client
- Default setting of the order number of the EBICS client (for EBICS versions < 2.5)

This data is actively uploaded by the licensee/user of the EBICS clients (clients of the BL Banking family) to the Supplier's servers for the purpose of synchronisation with one of the Supplier's apps (*BL Banking for iOS* or *BL Banking for Android*). The transmission takes place encrypted via TLS. When using the QR code as the default synchronisation method, the user data itself is encrypted by another key. The data is automatically deleted from the servers of the Supplier after synchronisation with an app, but latest after five minutes.

No. 7 Test payment data
Data of the payment files including recipient information (name, IBAN) as well as all other data fields, in particular, but not limited to, amount and intended purpose.

Data of the payment files including recipient information (name, IBAN) as well as all other data fields, in particular, but not limited to, amount and intended purpose. In the situation that a demo account has been set up, these data of the Company are processed by the test banking server, and become visible in account statements and advices, amongst others. The data is provided to the submitter of the payment data (customer ID of the demo user). Regardless of this, the service is only provided in the scope of a demo access for test purposes.

The Company bears sole responsibility for ensuring that the transmission, storage, and processing of the data does not violate applicable law, in particular, but not limited to, the GDPR. This includes above all the exclusive use of these services for test data in anonymised or pseudonymised form, or — when transferring personal data — ensuring that there is a sufficient legal basis pursuant to Article 6 (1) GDPR for the processing.

For activities that the Supplier performs within the scope of remote support on the Company's servers, the Supplier may gain access to further data that cannot be specified here. This access is only possible through unintentional or negligent action by an actor. Making of copies or screenshots, changing or deleting these data as well as any other use of these data is forbidden to the employees of the contractor by instruction.

Except where this annex stipulates obligations beyond the term of the Agreement, the term of this annex shall be the term of the Agreement.

The collection, processing and/or use of the data within the scope of the commissioned processing takes place exclusively in the territory of the Federal Republic of Germany, in a member state of the European Union, or in another state party to the Agreement on the European Economic Area. Any relocation to another third country shall require the prior consent of the client and may only be carried out if the special requirements of article 44 of the GDPR are fulfilled.

2 Scope of application and responsibilities

(1) Supplier shall process Data on behalf of company. Such Contract Processing shall include all activities detailed in the Agreement and its statement of work. Within the scope of this annex, Company shall be solely responsible for compliance with the applicable statutory requirements on data protection, including, but not limited to, the lawfulness of disclosing Data to Supplier and the lawfulness of having Data processed on behalf of company. Company shall be the ≫controller≪ in accordance with article 4 no. 7 of the GDPR.

(2) Company's complete individual instructions on Contract Processing shall, initially, be as detailed in the Agreement. Company shall, subsequently, be entitled to, in writing or in a machine-readable format (in text form), modifying, amending or replacing such individual instructions by issuing such instructions to the point of contact designated by Supplier. Instructions not foreseen in or covered by the Agreement shall be treated as requests for changes to the statement of work. Company shall, without undue delay, confirm in writing or in text form any instruction issued orally.

3 Supplier's obligations

(1) Except where expressly permitted by article 28 (3)(a) of the GDPR, Supplier shall process Data subjects' Data only within the scope of the statement of work and the instructions issued by company, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. Where Supplier believes that an instruction would be in breach of applicable law, Supplier shall notify Company of such belief without undue delay. Supplier shall be entitled to suspending performance on such instruction until Company confirms or modifies such instruction.

(2) Supplier shall, within Supplier's scope of responsibility, organise Supplier's internal organisation so it satisfies the specific requirements of data protection. Supplier shall implement technical and organisational measures to ensure the adequate protection of company's Data, which measures shall fulfil the requirements of the GDPR and specifically its article 32. Supplier shall implement technical and organisational measures and safeguards that ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services. Company is familiar with these technical and organisational measures, and it shall be company's responsibility that such measures ensure a level of security appropriate to the risk. Supplier reserves the right to modify the measures and safeguards implemented, provided, however, that the level of security shall not be less protective than initially agreed upon.

(3) Supplier shall support company, insofar as is agreed upon by the parties, and where possible for Supplier, in fulfilling data subjects' requests and claims, as detailed in chapter III of the GDPR and in fulfilling the obligations enumerated in articles 33 to 36 of the GDPR.

(4) Supplier warrants that all employees involved in Contract Processing of company's Data and other such persons as may be involved in Contract Processing within Supplier's scope of responsibility shall be prohibited from processing Data outside the scope of the instructions. Furthermore, Supplier warrants that any person entitled to process Data on behalf of controller has undertaken a commitment to secrecy or is subject to an appropriate statutory obligation to secrecy. All such secrecy obligations shall survive the termination or expiration of such Contract Processing.

(5) Supplier shall notify company, without undue delay, if Supplier becomes aware of breaches of the protection of personal data within Supplier's scope of responsibility. Supplier shall implement the measures necessary for securing Data and for mitigating potential negative consequences for the data subject; the Supplier shall coordinate such efforts with Company without undue delay.

(6) Supplier states on its website the contact data of the contact person (data protection officer) for any issues related to data protection.

(7) Supplier warrants that Supplier fulfills its obligations under article 32 (1)(d) of the GDPR to implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

(8) Supplier shall correct or erase Data if so instructed by Company and where covered by the scope of the instructions permissible. Where an erasure, consistent with data protection requirements, or a corresponding restriction of processing is impossible, Supplier shall, based on company's instructions, and unless agreed upon differently in the Agreement, destroy, in compliance with data protection requirements, all carrier media and other material or return the same to company. In specific cases designated by company, such Data shall be stored or handed over. The associated remuneration and protective measures shall be agreed upon separately, unless already agreed upon in the Agreement. The Supplier may charge a remuneration for such measures.

(9) Supplier shall, upon termination of Contract Processing and upon company's instruction, return all Data, carrier media and other materials to Company or delete the same. In case of testing and discarded material no instruction shall be required. Company shall bear any extra cost caused by deviating requirements in returning or deleting data.

(10) Where a data subject asserts any claims against Company in accordance with article 82 of the GDPR, Supplier shall support Company in defending against such claims, where possible.

4 Company's obligations

(1) Company shall notify Supplier, without undue delay, and comprehensively, of any defect or irregularity with regard to provisions on data protection detected by Company in the results of Supplier's work.

(2) Section 3 para. 10 above shall apply, mutatis mutandis, to claims asserted by data subjects against Supplier in accordance with article 82 of the GDPR.

(3) Company states on its website the contact data of the contact person (data protection officer) for any issues related to data protection.

5 Enquiries by data subjects

(1) Where a data subject asserts claims for rectification, erasure or access against Supplier, and where Supplier is able to correlate the data subject to company, based on the information provided by the data subject, Supplier shall refer such data subject to company. Supplier shall forward the data subject's claim to Company without undue delay. Supplier shall support company, where possible, and based upon company's instruction insofar as agreed upon. Supplier shall not be liable in cases where Company fails to respond to the data subject's request in total, correctly, or in a timely manner.

6 Options for documentation

(1) Supplier shall document and prove to Company Supplier's compliance with the obligations agreed upon in this exhibit by appropriate measures.

(2) Where, in individual cases, audits and inspections by Company or an auditor appointed by Company are necessary, such audits and inspections will be conducted during regular business hours, and without interfering with Supplier's operations, upon prior notice, and observing an appropriate notice period. Supplier may also determine that such audits and inspections are subject to prior notice, the observation of an appropriate notice period, and the execution of a confidentiality undertaking protecting the Data of other customers and the confidentiality of the technical and organisational measures and safeguards implemented.
If the auditor appointed by the Company is in a competitive relationship with the Supplier, the Supplier shall be entitled to rejecting the auditor. In this case, the Company and the Supplier shall appoint an independent external auditor, if necessary by involving an impartial third party.
Company hereby consents that a copy of the audit report shall be made available to the Supplier.
Supplier shall be entitled to requesting a remuneration for Supplier's support in conducting inspections where such remuneration has been agreed upon in the Agreement. Supplier's time and effort for such inspections shall be limited to one day per calendar year, unless agreed upon otherwise.

(3) Where a data protection supervisory authority or another supervisory authority with statutory competence for Company conducts an inspection, para. 2 above shall apply mutatis mutandis. The execution of a confidentiality undertaking shall not be required if such supervisory authority is subject to professional or statutory confidentiality obligations whose breach is sanctionable under the applicable criminal code.

Name and address of the service provider	Service description
sipgate GmbH Gladbacher Straße 74 40219 Düsseldorf Germany	phone, fax
1&1 IONOS SE Elgendorfer Str. 57 56410 Montabaur Germany	web space, e-mail
Host Europe GmbH Hansestr. 111 51149 Köln Germany	license management, EBICS server for tests and evaluation (demo programs), provision of downloads

Table 2: Third parties' ancillary services

7 Subcontractors (further processors on behalf of company)

(1) Supplier shall use subcontractors as further processors on behalf of Company only where approved in advance by company.
The Controler authorises the use of the subcontractors mentioned under (2) as further processors. The main processing is carried out only by the Supplier. Subcontractors are only used as service providers for ancillary services (telecommunications, hosting).

(2) The Supplier shall always inform the Controler of any intended change in reference to the use or replacement of subcontractors as further processors. Any change is generally considered to be approved by the Controler, unless not objected within a reasonable period of time for good reason. If an important data protection-related reason, and if an amicable solution cannot be found between the parties, the Controller shall be granted an extraordinary right for contract termination.
The Supplier makes use of services from the third parties as given in Table 2 as an ancillary service.
The Supplier is obliged to provide reasonable and legally compliant contractual arrangements with ancillary service providers and, if necessary, to take control measures to ensure the protection and security of the Company's data. In particular, a replacement of service providers for ancillary services is only permitted if the service provider has signed an agreement for contract processing of Data in accordance with Article 28 of the GDPR and has proved the appropriate guarantees in accordance with Article 28 (1) GDPR.

For the execution of the main service of the agreed order, **no subcontractors** will be appointed as further processors on behalf of Company, as approved at the conclusion of the respective Agreement according to paragraph 1.

(3) Where Supplier commissions subcontractors, Supplier shall be responsible for ensuring that Supplier's obligations on data protection resulting from the Agreement and this exhibit are valid and binding upon subcontractor.

8 Obligations to inform, mandatory written form, choice of law

(1) Where the Data becomes subject to search and seizure, an attachment order, confiscation during bankruptcy or insolvency proceedings, or similar events or measures by third parties while in Supplier's control, Supplier shall notify Company of such action without undue delay. Supplier shall, without undue delay, notify to all pertinent parties in such action, that any Data affected thereby is in company's sole property and area of responsibility, that Data is at company's sole disposition, and that Company is the responsible body in the sense of the GDPR.

(2) No modification of this annex and/or any of its components – including, but not limited to, Supplier's representations and warranties, if any – shall be valid and binding unless made in writing or in a machine-readable format (in text form), and furthermore only if such modification expressly states that such modification applies to the regulations of this annex. The foregoing shall also apply to any waiver or modification of this mandatory written form.

(3) In case of any conflict, the data protection regulations of this annex shall take precedence over the regulations of the Agreement. Where individual regulations of this annex are invalid or unenforceable, the validity and enforceability of the other regulations of this annex shall not be affected.

(4) This annex is subject to the laws of Germany.

9 Liability and damages

Company and Supplier shall be liable to data subject in accordance with article 82 of the GDPR.

Appendix: Technical and organisational measures

Version: October 12, 2023

Technical and organisational measures

Business-Logics GmbH (hereinafter also referred to as 'we') takes the following technical and organisational measures for data security within the scope of Article 32 of the GDPR.

1 General Scope

In the context of general business activities, Business-Logics only processes personal data to a limited extent, both quantitatively and qualitatively.
In general, this involves

- contract and invoice data of customers in the context of order processing

- data from third parties required for order fulfilment (mainly maintenance or troubleshooting of software developed for the customer). As troubleshooting is regularly conducted via remote support, third-party data is very occasionally stored and processed on our servers in this context. Furthermore, we reserve the right to delete unsolicited and especially unencrypted data sent to us by third parties and to inform the sender and/or the supervisory authority.

- data provided by third parties which are not anonymised and sent to our servers without our knowledge by customers using our services contrary to the terms of the contract. In this case, we also reserve the right to delete the data and to inform the sender and/or the supervisory authority.

- Business-Logics GmbH employee data

- data of other data subjects, especially, but not limited to: applicants, suppliers, service providers

The aforementioned therefore entails a limited risk for the rights and freedoms of natural persons, which is adequately addressed by the following measures.

2 Confidentiality

2.1 Physical Access Control

Business-Logics has implemented the following formal physical access control processes to prevent unauthorised access to the data processing systems for processing or using data:

The location at Telleringstrasse 11 in 40721 Hilden, Germany, houses a server room in addition to the Business-Logics offices. Electronic keys for office access are assigned to selected employees. The keys only authorise the respective employee to open/close approved doors. All opening and closing operations of a key are electronically logged together with the unique ID of the key. Senior management is solely responsible for the administration of the keys.

The server room has a security door, is locked at all times and can only be entered by selected employees.

Only authorised persons have access to the building during business hours. Outside business hours, all entrances to the building are locked and secured by an alarm. The building is additionally guarded by a security service. All alarms from the alarm system are reported directly to a security service. Only authorised persons with keys have access.

If data is stored with third parties (e.g. web hosts, email providers, telecommunication service providers), the standard security measures are applied. These reflect the state of the art and are in turn guaranteed by appropriate contracts for order data processing.

2.2 System Access Control

To ensure that data processing systems can only be used by authorised persons, system access authorisations are assigned on the basis of roles or groups. The administration of these access authorisations as well as the maintenance of the data processing systems themselves (software installation, updates, patches, virus scanners, firewall) is handled by authorised employees.

Remote access to our servers for administrative purposes, e.g. for system maintenance, is only possible via encrypted connections (VPN, SSH) and after prior authentication.

System access is largely certificate-based (access authorisation for VPN access, sensitive areas of the intranet, remote access to external servers via SSH).

2.3 Data Access Control

In order to ensure that persons authorised to use a system for processing data can only access the data subject to their access authorisation and that stored or processed data cannot be read, copied, modified or removed without authorisation, the systems are password-protected and largely encrypted.

Access to personal data is limited to the extent necessary to perform a specific task for all authorised persons. We are in full compliance with the legal data protection requirements, in particular those of the General Data Protection Regulation (GDPR) and the German Telecommunications Act (TKG).

Any data stored on mobile devices (laptops, tablets) is always encrypted (several times in some cases) and protected with a strong password. In particular, all devices have pre-boot encryption via hardware (hard disk) and/or software (open source/operating system) wherever possible, so that even if the device is lost, the data cannot fall into unauthorised hands.

2.4 Separation

We process data on server systems that are logically separated by logical and physical access controls within the network.

2.5 Pseudonymisation

If the fulfilment of the order or the purpose of processing permits, personal data will be stored anonymously or pseudonymously.

3 Integrity

3.1 Data Input Control

In order to ensure that Business-Logics can subsequently check and determine whether and by whom data has been entered, changed or removed in the data processing systems, access to the customer's stored data is logged in all relevant systems.

3.2 Data Transfer Control

To ensure that data cannot be read, copied, modified or removed without authorisation during electronic transmission, transport or storage, and that it is possible to check where data is to be transmitted by data transmission systems, access to all systems that process customer data is subject to effective access controls. These data access control mechanisms are described in greater detail in section 2. We also support encrypted and signed electronic communication via email and GPG/PGP. All internal email communication is encrypted.

4 Data Availability and Resilience

We use backup solutions in all relevant systems to protect and, if necessary, restore the stored data. These systems are operated in risk-appropriate facilities with the necessary air conditioning, fire and smoke detection systems. Since no services are currently offered that require high availability, the systems are generally not redundant, but the data is backed up multiple times via RAID.

5 Procedures for Regular Testing, Assessment and Evaluation

The data protection officer of Business-Logics conducts audits regularly, but at least once a year, in collaboration with the IT security officer to review the measures taken with regard to the existing risks. The results of the audits are re-evaluated according to the current state of the art. Identified necessary changes to the technical and organizational measures are implemented promptly. The audit process is documented.

6 Further internal measures for the protection of personal data

All employees are regularly trained on data protection issues. These training courses are conducted in-house so that they can be tailored precisely to the issues relevant to us. Individual questions are also addressed in detail within the framework of these training courses.

All Business-Logics employees who come into contact with the processing of personal data in the course of their work are contractually bound to treat personal data confidentially. This is already routinely implemented in the hiring of new employees by means of a contractual obligation that each employee must submit.

Business-Logics has appointed a data protection officer. This person is responsible for responding to enquiries from data subjects in due time. The data protection officer can be reached by phone at +49 (0) 2103 33993-37 and by e-mail at privacy@business-logics.de.

Business-Logics maintains a list of processing activities within the scope of Articles 30 (1) and (2) of the GDPR. This processing directory is not public.

Version: June 05, 2018